

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

IN RE:

Case No: 13-40278

David Duran,

Debtor(s).

Chapter 13

**NOTICE OF HEARING ON
PRE-CONFIRMATION MODIFIED PLAN**

Please take notice that a hearing on the pre-confirmation modified plan filed on March 20, 2013, will be presented to the court for confirmation on April 18, 2013, at 10:30 a.m. at U S Court Courtroom 8 West, 300 S 4th St, Minneapolis, MN 55415.

Dated this 20th day of March 2013.

HELLER & THYEN, P.A.

/s/ Robert S. Thyen
Robert S. Thyen – 302288X
Attorney for Debtor
606 25th Avenue South, Suite 110
St. Cloud, MN 56301
320-654-8000

IN RE:
Duran, David Allen

Debtor(s)

Case No. **13-40278**
Chapter **13**

MODIFIED CHAPTER 13 PLAN

Dated: **March 20, 2013** .

1. PAYMENTS BY DEBTOR TO TRUSTEE –

- a. As of the date of this plan, the debtor has paid the trustee \$ **290.00** .
b. After the date of this plan, the debtor will pay the trustee \$ **290.00** per month for **59** months, beginning March 2013 for a total of \$ **17,100.00**. The minimum plan length is [] 36 or [X] 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.
c. The debtor will also pay the trustee: **n/a**
d. The debtor will pay the trustee a total of \$ **17,400.00** [line 1(a) + line 1(b) + line 1(c)].

2. PAYMENTS BY TRUSTEE – The trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ **1,740.00** , [line 1(d) x .10].

3. ADEQUATE PROTECTION PAYMENTS [§ 1326(a)(1)(C)] – The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

<i>Creditor</i>	<i>Monthly Payment</i>	<i>Number of Months</i>	<i>TOTAL PAYMENTS</i>
None			
TOTAL			0.00

4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365] – The debtor assumes the following executory contracts or unexpired leases. Cure provisions, if any, are set forth in ¶ 7.

<i>Creditor</i>	<i>Description of Property</i>
None	

5. CLAIMS NOT IN DEFAULT – Payments on the following claims are current and the debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any.

<i>Creditor</i>	<i>Description of Claim</i>
None	

6. HOME MORTGAGES IN DEFAULT [§ 1322(b)(5) and § 1322(e)] – The trustee will cure defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens. All following entries are estimates. The trustee will pay the actual amounts of default.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
Tcf Banking & Savings	2,295.48	229.55	12	10	2,295.48
TOTAL					2,295.48

7. CLAIMS IN DEFAULT [§ 1322 (b)(3) and (5) and § 1322(e)] – The trustee will cure defaults on the following claims as set forth below. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any. All following entries are estimates, except for interest rate.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Int. rate (if any)</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
City Of Crystal	221.32	0.00	110.66	21	2	221.32
TOTAL						221.32

8. OTHER SECURED CLAIMS; SECURED CLAIM AMOUNT IN PLAN CONTROLS [§ 1325(a)(5)] – The trustee will pay,

on account of the following allowed secured claims, the amount set forth in the "Total Payments" column, below. The creditors will retain liens securing the allowed secured claims until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or the date of the debtor's discharge. NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S SECURED CLAIM BINDS THE CREDITOR PURSUANT TO 11 U.S.C. § 1327, AND CONFIRMATION OF THE PLAN IS A DETERMINATION OF THE CREDITOR'S ALLOWED SECURED CLAIM.

Creditor	Claim Amount	Secured Claim	Int. Rate	Beginning in Month #	Monthly Payment	Number of Payments	Payments on Account of Claim	Adequate Protection from ¶ 3	TOTAL PAYMENTS
None									
TOTAL									0.00

9. PRIORITY CLAIMS – The trustee will pay in full all claims entitled to priority under § 507, including the following. The amounts listed are estimates. The trustee will pay the amounts actually allowed.

Creditor	Estimate Claim	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
Heller & Thyen, P.A.	3,000.00	250.00	1	12	3,000.00
IRS	1,738.21	193.13	22	9	1,738.21
MN Department Of Revenue	355.00	39.44	22	9	355.00
TOTAL					5,093.21

10. SEPARATE CLASSES OF UNSECURED CREDITORS – In addition to the class of unsecured creditors specified in ¶ 11, there shall be separate classes of non-priority unsecured creditors described as follows:
The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

Creditor	Int. Rate (if any)	Claim Amount	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
None						
TOTAL						0.00

11. TIMELY FILED UNSECURED CREDITORS – The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under ¶ 2, 3, 6, 7, 8, 9 and 10 their pro rata share of approximately \$ **8,049.99** [line 1(d) minus lines 2, 6(d), 7(d), 8(d), 9(f), and 10(c)].

- The debtor estimates that the total unsecured claims held by creditors listed in ¶ 8 are \$ **0.00**.
- The debtor estimates that the debtor's total unsecured claims (excluding those in ¶ 8 and ¶ 10) are \$ **180,586.99**.
- Total estimated unsecured claims are \$ **180,586.99** [line 11(a) + line 11(b)].

12. TARDILY-FILED UNSECURED CREDITORS – All money paid by the debtor to the trustee under ¶ 1, but not distributed by the trustee under ¶ 2, 3, 6, 7, 8, 9, 10, or 11 will be paid to holders of nonpriority unsecured claims for which proofs of claim were tardily filed.

13. OTHER PROVISIONS – The trustee may distribute additional sums not expressly provided for herein at the trustee's discretion.

The debtor shall provide the trustee with copies of their state and federal tax returns annually. They shall be entitled to retain \$1,200 of the combined net state and federal tax refunds for 2012 and proceeding years (excluding any earned income credit), and the balance shall be paid to the trustee as an additional plan payment.

The debtors will file as and when due any and all post-petition federal tax returns of any kind; and will timely pay as and when due, any and all post-petition federal tax liabilities of any kind. Debtors' failure to file as and when due any and all post-petition federal tax returns of any kind; or failure to timely pay as and when due any and all post-petition federal tax liabilities of any kind, will constitute grounds for dismissal.

Pursuant to 11 U.S.C. Section 1305, a proof of claim may be filed by any entity that holds a claim against the debtor(s) for taxes that become payable to a governmental unit while the case is pending. The trustee shall only pay 11 U.S.C. Section 1305 claims attributable to the taxable year in which the case concerning such debtor(s) was filed, and only to the extent funds are available.

As to the claims dealt with in paragraphs 5, 6, 7, and 8, in the event of the surrender or foreclosure or repossession or return

of the collateral to the creditor for any reason, the balance of the claim, if any, will be paid as an unsecured claim, discharged by the discharge granted pursuant to 11 USC 1328.

The debtor shall not oppose any creditor claiming a purchase money security interest in and to household furnishings, from availing itself of its legal remedies under the Bankruptcy Code, namely, the submission of an application for relief from stay under 11 U.S.C. Sec. 362. Upon appropriate court order regarding relief from the automatic stay provisions of 11 U.S.C. Sec. 362, the debtor shall not oppose a creditor from availing itself of any applicable state law remedies it believes are available for purposes of reclaiming the household furnishings. Upon appropriate order from the Hennepin County Court, the debtor shall surrender the household furnishings to a creditor in compliance with such Hennepin County Court Order, if any.

In the event of that any secured creditor is granted stay relief and or the surrender, repossession or return of the collateral to the creditor for any reason, the balance of the claim, if any, will be paid as an unsecured non-priority claim in accordance with non-bankruptcy law, dischargeable upon completion of this Chapter 13 plan.

Debtor will be rejecting his contract with T-Mobile.

14. SUMMARY OF PAYMENTS –

Trustee's Fee [Line 2]	\$	1,740.00
Home Mortgage Defaults [Line 6(d)]	\$	2,295.48
Claims in Default [Line 8(d)]	\$	221.32
Other Secured Claims [Line 8(d)]	\$	0.00
Priority Claims [Line 9(f)]	\$	5,093.21
Separate Classes [Line 10(c)]	\$	0.00
Unsecured Creditors [Line 11]	\$	8,049.99
TOTAL [must equal Line 1(d)]	\$	17,400.00

Robert S. Thyen 032288X
Heller & Thyen, P.A.
606 25th Ave S Ste 110
St. Cloud, MN 56301
(320) 654-8000

Signed: /s/ David Allen Duran

DEBTOR

Signed: _____

DEBTOR (if joint case)

United States Bankruptcy Court
District of Minnesota

IN RE:

SIGNATURE DECLARATION

Duran, David Allen

Debtor(s)

Case No. 13-40278

- ☐ PETITION, SCHEDULES & STATEMENTS
☐ CHAPTER 13 PLAN
☐ SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION
☒ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
☒ MODIFIED CHAPTER 13 PLAN
☐ OTHER (Please describe:)

I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- [individual debtors only] If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: 3/20/2013

X



Signature of Debtor or Authorized Representative

Duran, David Allen

Printed Name of Debtor or Authorized Representative

X

Signature of Joint Debtor

Printed Name of Joint Debtor

Heller & Thyen, P.A.
Robert Thyen
606 25th Ave S #110
St. Cloud, MN 56301
320 654-8000

Judge:
Hearing Location:
Hearing Date:
Hearing Time:
Response Date:

DATE RECEIVED: Mar 20, 2013

TIME RECEIVED: 07:41AM

TOTAL SERVED: 50

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE: David Duran

CASE NO: 13-40278

CERTIFICATE OF SERVICE

Chapter:

ECF Docket Reference No:

On Wednesday, March 20, 2013, a copy of the following documents, described below,

Amended Service Letter
Pre Confirmation Hearing Notice & Modified Plan
Amended Schedule J
Sig Dec

were deposited for delivery by the United States Postal Service, via first class United States Mail, postage prepaid, first class, with sufficient postage thereon to the parties listed on the mailing list attached hereto and incorporated as though fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: March 20, 2013

/s/ Igor Baranov
Igor Baranov
BK Attorney Services, LLC
d/b/a certificateofservice.com, for
Robert Thyen
606 25th Ave S #110
St. Cloud, MN 56301
320 654-8000

Note: The addresses on the attached mailing list were processed through the USPS Zip+4 validation database as well as the USPS National Change of Address Database (NCOA-link) in accordance with the USPS Domestic Mail Manual Rules. The delivery point zip code and carrier routing were imprinted on the mailpiece with an Intelligent Mail Barcode for faster and more reliable delivery.

TCF NATIONAL BANK
801 MARQUETTE #001-02-C
MINNEAPOLIS, MN 55402

ABBOTT NORTHWESTER HOSPITAL
800 E 28TH ST
MINNEAPOLIS, MN 55407-3723

ALLIED WASTE - BLAINE - RESIDE
PO BOX 39
CIRCLE PINES, MN 55014-0039

American InfoSource LP as agent for
Midland Funding LLC
PO Box 268941
Oklahoma City, OK 73126-8941

CACH LLC
4340 S MONACO ST UNIT 2
DENVER, CO 80237-3408

CAPITAL ONE
PO BOX 60599
CITY OF INDUSTRY, CA 91716-0599

CBCS
PO BOX 69
COLUMBUS, OH 43216-0069

CENTERPOINT ENERGY
PO BOX 1144
MINNEAPOLIS, MN 55440-1144

CENTURY LINK
PO BOX 91154
SEATTLE, WA 98111-9254

CHASE
PO BOX 94014
PALATINE, IL 60094-4014

CITI CARD
PO BOX 688906
DES MOINES, IA 50368-8906

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4141 DOUGLAS DR N
CRYSTAL, MN 55422-1609

COLLECTION RESOURCES
PO BOX 2270
SAINT CLOUD, MN 56302-2270

COMCAST
PO BOX 34744
SEATTLE, WA 98124-1744

COMO LAW FIRM P.A.
PO BOX 130668
SAINT PAUL, MN 55113-0006

CONVERGENT OUTSOURCING, INC.
PO BOX 9004
RENTON, WA 98057-9004

CREDIT ADJUSTMENTS
3617 VERA CRUZ AVE N
MINNEAPOLIS, MN 55422-2049

EOS CCA
PO BOX 5012
NORWELL, MA 02061-5012

HEALTHPARTNERS
PO BOX 77026
MINNEAPOLIS, MN 55480-7726

HSBC
PO BOX 5222
CAROL STREAM, IL 60197-5222

IRS
PO BOX 21126
PHILADELPHIA, PA 19114-0326

JIM MCDONALD
3268 RICHMOND ALCOVE
WOODBURY, MN 55129-4909

LVNV FUNDING LLC
PO BOX 941911
HOUSTON, TX 77094-8911

MIDLAND FUNDING
16 MCLELAND RD STE 101
SAINT CLOUD, MN 56303-2160

MIDLAND FUNDING
8875 AERO DR STE 200
SAN DIEGO, CA 92123-2255

MINNEAPOLIS RADIOLOGY
2800 CAMPUS DR STE 10
MINNEAPOLIS, MN 55441-2669

MN DEPARTMENT OF REVENUE
PO BOX 64649
SAINT PAUL, MN 55164-0649

NORTH MEMORIAL
PO BOX 77036
MINNEAPOLIS, MN 55480-7736

NORTH MEMORIAL HEALTH CARE
4501 68TH AVE N
MINNEAPOLIS, MN 55429-1712

NORTHLAND GROUP, INC
PO BOX 390846
MINNEAPOLIS, MN 55439-0846

NORTHWEST FAMILY PHYSICIANS
5700 BOTTINEAU BLVD
CRYSTAL, MN 55429-3183

PHOENIX MANAGEMENT SYSTEMS
PO BOX 3972
MINNEAPOLIS, MN 55403-0972

PORTFOLIO RECOVERY ASSOCIATES
PO BOX 12914
NORFOLK, VA 23541-0914

QWEST CORPORATION DBA CENTURYLINK
CENTURYLINK BANKRUPTCY
700 W MINERAL AVE, ARIZONA ROOM
LITTLETON CO 80120

RODENBURG LAW FIRM
PO BOX 4127
BISMARCK, ND 58502-4127

STATE OF MINNESOTA
DEPARTMENT OF REVENUE
BANKRUPTCY SECTION
PO BOX 64447
ST PAUL MN 55164 0447

STELLAR RECOVERY INC
1327 HIGHWAY 2 WEST
KALISPELL, MT 59901

T-MOBILE
PO BOX 37380
ALBUQUERQUE, NM 87176-7380

T-MOBILE USA
PO BOX 742596
CINCINNATI, OH 45274-2596

TCF BANKING & SAVINGS
801 MARQUETTE AVE
MINNEAPOLIS, MN 55402

TCF National Bank
801 Marquette Ave
MC 001-02-C
Minneapolis, MN 55402

US BANK
PO BOX 790408
SAINT LOUIS, MO 63179-0408

US Trustee
1015 US Courthouse
300 S 4th St
Minneapolis, MN 55415

VERIZON WIRELESS
PO BOX 25505
LEHIGH VALLEY, PA 18002-5505

WELLS FARGO
PO BOX 6412
CAROL STREAM, IL 60197-6412

WELLS FARGO EDUCATION FINANCIAL SERVICES
PO BOX 5185
SIOUX FALLS, SD 57117-5185

Wells Fargo Bank N A
Wells Fargo Education Financial Services
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